

Licensing and Management System

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Assignments

Application Submitted

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Your application has been submitted for processing.

- Please pay any fees associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

Lead File Number: **0000156212**
 Lead Call Sign: **WFOY**
 Facility ID: **60271**
 Application Purpose: Assignment of Authorization
 Status: Submitted
 Date Submitted: 08/05/2021

Fees, Waivers, and Exemptions

Exempt from FCC Application Fees? No

Application Type	File Number	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	0000156212	WFOY	60271	MPR	\$1,005.00
	0000156213	W271CJ	148291	MDF	\$290.00
Total					\$1,295.00

[Pay Fees](#)

Assignor Information

Name: PHILLIPS BROADCASTING, LLC
 Title:
 Address: 567 LEWIS POINT ROAD EXT.
 ST. AUGUSTINE, FL 32086
 United States
 Phone: +1 (904) 797-1955
 Email: kris@1021news.com

Contact Representatives

Name: Aaron P Shainis
 Title: Legal Counsel
 Address: 1850 M St. NW
 Suite 240
 Washington, DC 20036
 United States
 Phone: +1 (202) 293-0567
 Email: aaron@s-plaw.com

Assignee Information

Name: Local Matters Broadcasting
 Title:
 Address: PO Box 3847

Contact Representatives

Name: Aaron P Shainis
 Title: Legal Counsel
 Address: 1850 M St NW

St. Augustine, FL 32085
United States

Suite 240
Washington, DC 20036
United States

Phone: +1 (202) 604-1823
Email: matt@1021news.com

Phone: +1 (202) 293-0567
Email: aaron@s-plaw.com

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Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-888-225-5322
TTY: 1-888-835-5322
Fax: 1-866-418-0232
Contact Us (<http://www.fcc.gov/contact-us>)

Website Policies & Notices (<https://www.fcc.gov/general/website-notices>)
Privacy Policy (<https://www.fcc.gov/general/privacy-policy>)
FOIA (<https://www.fcc.gov/general/foia-0>)
No Fear Act Data (<https://www.fcc.gov/general/no-fear-act-data>)
FCC Digital Strategy (<https://www.fcc.gov/digitalstrategy>)
Open Government Directive (<https://www.fcc.gov/general/open-government-fcc>)
Plain Writing Act (<https://www.fcc.gov/general/plain-writing-fcc>)
RSS Feeds & Email Updates (<https://www.fcc.gov/general/rss-feeds-and-email-updates-fcc>)
Accessibility (<https://www.fcc.gov/accessibility/program>)

About the FCC (<https://www.fcc.gov/about/overview>)
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Consumer (<https://www.fcc.gov/consumer-and-governmental-affairs>)
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Inspector General (<https://www.fcc.gov/inspector-general>)
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Offices (<https://www.fcc.gov/offices-bureaus>)



FCC Registration

Commission Registration System (CORES)

Logged In As: 0031225691 | [Logout](#)

Payment Summary

Remittance ID: 3619371

Bill Number	Applicant FRN	Applicant Name	Call Sign	PTC	Amount	FCC Code 1	FCC Code 2
N/A	0015228893	Phillips Broadcasting LLC	WFOY	MPR	\$1,005.00	60271	LMS0000156212
N/A	0015228893	Phillips Broadcasting LLC	W271CJ	MDF	\$290.00	60271	LMS0000156212

Total Amount Due : **\$1,295.00**

Payment Method Selection



Pay from Bank Account
via US Treasury's Pay.gov System

To pay via electronic debit from a checking or savings account, you must provide the Routing Number and Account Number.



Pay by Credit or Debit Card
via US Treasury's Pay.gov System

Pay.gov accepts both credit and debit cards.*
We accept Visa, MasterCard, American Express, and Discover credit cards. Debit cards processed through Visa or MasterCard are also accepted; these have the Visa or MasterCard logo on the card. ATM-only cards and debit cards from other processors are not accepted.

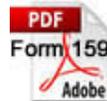
CONTINUE

CONTINUE

Can't Pay Online?



Pay By Wire Transfer



Pay By Check/Money Order

- Print the prefilled Form 159.
- Mail the Form 159 along with the



FCC Registration

Commission Registration System (CORES)



Logged In As: 0031225691 | [Logout](#)

FRN Financial

Remittances Ready To Pay

Matches 1 - 1 (of 1).

FRN	Remittance ID	Total Amount	Created Date	
0031225691	3619371	\$1,295.00	08/05/2021	Make Payment

Customer Service

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For assistance, please submit a help request at <https://www.fcc.gov/wireless/available-support-services> or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).

Cancel

Remittance Advice



Please review the payment information. Required fields are marked with an *

Agency Tracking ID

PGC3619371

Payment Amount

\$1,295.00

Payment Method

Plastic Card

Cardholder Name

Matthew Kraycinovich

Card Type

VISA

Card Number

*****5697

Cardholder Billing Address

PO Box 3847

Billing Address 2

St. Augustine

City

FL

Country

United States

State/Province

FL

ZIP/Postal Code

32085



* I authorize a charge to my card account for the above amount in accordance with my card issuer agreement.

Continue

Previous

[Cancel](#)

WARNING WARNING WARNING

You have accessed a United States Government computer. Unauthorized use of this computer is a violation of federal law and may subject you to civil and criminal penalties. This computer and the automated systems which run on it are monitored. Individuals are not guaranteed privacy while using government computers and should, therefore, not expect it. Communications made using this system may be disclosed as allowed by federal law.

Note: This system may contain Sensitive But Unclassified (SBU) data that requires specific data privacy handling.

Online Payment Information

Total Amount	\$1,295.00
Payer FRN	0031225691
Payer Name	Local Matters Broadcasting
Remittance ID	3619371
Treasury Tracking ID	26SURAOF

Thank you for your payment!



(REFERENCE COPY - Not for submission)

Assignments

Lead File Number: **0000156212** | Submit Date: **08/05/2021** | Lead Call Sign: **WFOY** | FRN: **0015228893**

Service: **Full Power AM** | Purpose: **Assignment of Authorization** | Status: **Submitted** | Status Date: **08/05/2021**

Filing Status: **Active**

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	No

Fees, Waivers, and Exemptions

Section	Question	Response
Fees	Is the applicant exempt from FCC application Fees?	No
	Indicate reason for fee exemption:	
Waivers	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	

Application Type	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	WFOY	60271	MPR	\$1,005.00
	W271CJ	148291	MDF	\$290.00
			Total	\$1,295.00

Assignments Type

Question	Response
Is this application a pro forma Assignment of Authorization?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Assignment Voluntary or Involuntary:	

Authorizations to be Assigned

Selected Call Signs

Call Sign	Facility ID	File Number	Service	City, State
WFOY	60271	0000156212	AM	ST. AUGUSTINE, FL
W271CJ	148291	0000156213	FX	ST. AUGUSTINE, FL

Assignment Questions

Question	Response
Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)?	No
Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?	No

Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the assignor and assignee qualify for the Tribal Priority in all respects?	
LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

Assignor Information

Assignor Name, Type, and Contact Information

Assignor	Type	Address	Phone	Email	FRN
PHILLIPS BROADCASTING, LLC	Limited Liability Company	567 LEWIS POINT ROAD EXT. ST. AUGUSTINE, FL 32086 United States	+1 (904) 797-1955	kris@1021news.com	0015228893

Assignor Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Aaron P Shainis <i>Legal Counsel</i>	1850 M St. NW Suite 240 Washington, DC 20036 United States	+1 (202) 293-0567	aaron@s-plaw.com	Legal Representative

Assignor Legal Certifications

Section	Question	Response
Agreements for Sale /Transfer of Station	Assignor certifies that: (i) it has placed in Assignor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Assignor and Assignee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes
	If the transaction is involuntary, the Assignor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	

Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which assignor or any party to the application has an attributable interest.	N/A
Character Issues	Assignor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application or (b) any pending broadcast application in which character issues have been raised	Yes
Adverse Findings	Assignor certifies that, with respect to the Assignor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Local Public Notice	Assignor certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	Yes
Auction Authorization	Assignor certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	N/A
Anti-Discrimination Certification	Assignor certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.	Yes

Assignee Information

Assignee Name, Type, and Contact Information

Assignee	Type	Address	Phone	Email	FRN
Local Matters Broadcasting	Limited Liability Company	PO Box 3847 St. Augustine, FL 32085 United States	+1 (202) 604-1823	matt@1021news.com	0031225691

Section	Question	Response	File Number
Radio Station Applicants Only	If the station(s) being assigned is noncommercial educational or LPFM, the Assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this Assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the Assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the Assignee's previous application.	N/A	

Assignee Contact Representatives

Contact Name	Address	Phone	Email	Contact Type
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(1)

Aaron P Shainis <i>Legal Counsel</i> Shainis & Peltzman, Chartered	1850 M St NW Suite 240 Washington, DC 20036 United States	+1 (202) 293-0567	aaron@s-plaw.com	Legal Representative
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Changes in Interest (0)

Party Name	Citizenship	Address	Phone	Email	Interest Before Assignment	Interest After Assignment
Empty						

Changes in Interest Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	

Parties to the Application (1)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
Matthew Kraycinovich <i>Sole Member</i> Local Matters Broadcasting	United States	PO Box 3847 St Augustine, FL 32085 United States	+1 (202) 604-1823	matt@1021news.com	Positional Interest: LLC Member Citizenship: United States Percentage of Votes: 100.0% Percentage of Total Assets: 100.0%

Parties to the Application Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	Yes

Assignee Legal Certifications

Section	Question	Response
Agreements for Sale	Assignee certifies that: (a) the written agreements in the Assignee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Assignee or any party to the application has an attributable interest.	N/A
Multiple Ownership	Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?	No
	Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.	N/A

	<p>Assignee certifies that the proposed assignment:</p> <p>(1) does not present an issue under the Commission's policies relating to media interests of immediate family members;</p> <p>(2) complies with the Commission's policies relating to future ownership interests; and</p> <p>(3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</p>	Yes
	<p>Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds</p> <p>(1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or</p> <p>(2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or</p> <p>(3) More than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p>	No
	Does this assignment include a grandfathered cluster of stations?	No
	<p>Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p> <p>A) An Eligible Entity (as defined in Item 6d, above).</p>	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	
	NCE Diversity of Ownership Points. Does the assignee or any party to the application have an attributable interest in an NCE FM or NCE TV station received through the award of "diversity of ownership" points in the point system analysis?	No
	If 'Yes,' the assignee certifies that (1) its attributable NCE FM or NCE TV station has been on the air for at least four years; and/or (2) none of the proposed assigned stations overlap the principal community contour of the NCE FM or NCE TV station received through the award of diversity points in the point system analysis (see 47 CFR Section 73.7005(c)).	
Acquisition of Control	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	

Character Issues	Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised.	Yes
Adverse Findings	Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Financial Qualifications	Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	Yes
Program Service Certification	Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	Yes
Auction Authorization	Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	N/A
Equal Employment Opportunity (EEO)	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	Yes

Assignee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	

8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

**Rebroadcast
Certifications for
W271CJ**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	60271
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	No
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	Yes

**Assignee
Certification**

Section	Question	Response
General Certification Statements	Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignee certifies that neither the Assignee nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Matthew Kraycinovich <i>Manager</i></p> <p>08/05/2021</p>

Assignor Certification

Section	Question	Response
<p>General Certification Statements</p>	<p>Assignor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	
	<p>The Assignor certifies that neither the Assignor nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Kristine Phillips <i>Manager</i></p> <p>08/05/2021</p>

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
Phillips Local Matters WFOY APA 842021.pdf	<p>Applicant</p>	<p>Assignee Legal Certifications</p>	<p>APA [Executed]</p>	<p>Done with Virus Scan and/or Conversion</p>

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this 4th day of August, 2021, by and among Phillips Broadcasting, LLC (“Seller”) and Local Matters Broadcasting, LLC (“Buyer”).

Recitals

- A. Seller is the owner of radio stations WFOY, St. Augustine, FL, Facility ID No. 60271 and W271CJ, St. Augustine, FL, Facility ID No. 148291 (the “Stations”).
- B. Seller has agreed to sell the Stations to Buyer, on the terms and conditions set forth herein.

Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. **Application.** The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the “Commission”) for consent to the assignment of the licenses and authorizations issued by the Commission for the Stations (the “Licenses”) from Seller to Buyer. Such application is to be filed within five (5) business days of the date of this Agreement, with the Buyer to pay the FCC filing fee. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.

2. **Assets To Be Conveyed.** On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

a. All of the Licenses, including those specifically identified on Schedule A hereto.

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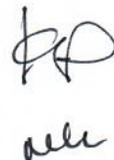
b. All of the tangible personal property, whether owned or leased, located at or used in the operation of the Station, including that property identified on Schedule B hereto, but excluding any property identified on Schedule B as an excluded asset, and including, but not limited to, all replacements and additions thereto between the date of this Agreement and the Closing Date.

c. All of the intangible property or property rights of the Station, including copyrights, trademarks, logos, software, service marks, warranties, goodwill, call sign(s), books and records (excluding Seller's corporate books and records to the extent reasonably needed for tax purposes), but excluding Seller's cash or cash equivalents, deposits, prepaid items, accounts receivable, music licenses and pension or deferred compensation plans as of the Closing Date.

d. All of the contracts, agreements and interests relating to the operation of the Stations listed and described on Schedule C hereto, but excluding all insurance contracts or rights thereunder, labor or employment contracts and pension, 401(k) or deferred compensation plans or agreements.

e. All of the interests in real property used in the operation of the Station, as listed and described on Schedule D hereto.

The foregoing assets to be conveyed to Buyer (the "Purchased Assets") are to be conveyed through bills of sale, assignments, deeds or other documents of transfer (the "Closing Documents") customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever (collectively, "Liens").

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3. Purchase Price. The purchase price (“Purchase Price”) to be paid on the Closing Date by Buyer for the Purchased Assets shall be a cash payment of One Thousand Dollars (\$1,000), plus or minus any prorations pursuant to Section 7 hereof, to be paid to Seller at Closing in immediately available funds.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

a. Phillips Broadcasting, LLC is and as of the Closing Date will be a corporation duly organized, validly existing and in good standing in Florida;

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the principals of Seller. No other or further corporate act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party (other than as disclosed on Schedule C) and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

d. Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

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e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Licenses or assigning the Licenses to Seller. Seller has all the Licenses and consents required for the operation of the Station. The Licenses are valid and in full force and effect and constitute all of the authorizations issued by the FCC in connection with the operation of the Station. None of the Licenses is subject to any restriction or condition that would limit in any respect the operation of the Stations as now conducted.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear, except as stated at Section 2 above, of all Liens. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and delivery the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except for Permitted Liens.

h. Schedule D contains true and complete copies of all deeds, leases or other instruments pertaining to the real property included in the Purchased Assets. Except as shown on Schedule D, Seller has good and marketable fee simple title, insurable at standard rates and without material exceptions or reservations, to the owned real property included in the Purchased Assets. Except as shown on Schedule D, all of the Station's towers, guy anchors, buildings or other improvements are located entirely on such real property. Seller has not received and is not aware of any complaint, order, citation or notice from any person or entity concerning any environmental, health or safety matters affecting such real property.

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i. Seller owns and has good title to the personal property described in Schedule B. Except as noted on Schedule B, all items of transmitting equipment and studio equipment included therein are in good operating condition (subject to normal wear and tear), are suitable for their intended use and will permit the Stations to operate in accordance with the terms of the Licenses.

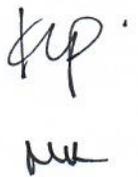
j. The Purchased Assets include all of the assets that are necessary to operate the Stations as they are currently operated.

k. All of the contracts, agreements and interests listed and described on Schedule C are in effect, except as specifically noted on Schedule C. Seller has not breached any of such contracts or agreements and is not aware of any material breach of any of such contracts or agreements by any party thereto.

l. Seller is not aware of any environmental condition that would constitute a material hazard for purposes of Section 10.e hereof, but Seller has not conducted an environmental inspection of the Purchased Assets and does not warrant that such an environmental inspection would not reveal any material hazard.

m. Seller is not a party to any collective bargaining agreement with any trade union and is not aware of any trade union organization effort by or with respect to any of the employees of the Stations. Buyer shall be under no obligation to hire or retain any employee of Seller or to assume any liability whatsoever for any employment contract or employee benefit program created by or existing with Seller.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

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a. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Licenses from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense.

7. Assumption of Liabilities and Proration of Income and Expenses. As of the Closing Date, Buyer shall be responsible for paying, discharging and performing (i) all obligations and liabilities of Seller arising after the Closing Date under the Licenses and the contracts and other instruments assigned to an assumed by Buyer on the Closing Date, and (ii) all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Purchased Assets or its conduct of the business or operations of the Stations on or after the Closing Date. All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Stations or the Purchased Assets prior to the Closing Date, shall remain the obligations and liabilities of Seller. All income attributable to the operation of the Stations through 11:59 p.m. on the date prior to the Closing Date will be income of Seller, and all income thereafter will be income of Buyer. On or within sixty (60) days after the Closing Date, Seller and Buyer shall perform a proration of income and expenses in accordance with the foregoing provisions.

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8. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Seller, and such consent shall have become a final order, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules (a "Final Order").

b. Buyer shall have paid the Purchase Price.

c. Buyer shall have executed and delivered to Seller the Closing Documents.

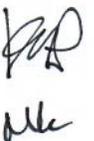
9. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Buyer, and such consent shall have become a Final Order.

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct in all material respects as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.



e. There shall have been no material adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date.

10. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 9 of this Agreement have been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.

c. If prior to the Closing Date, any damage or destruction of any of the Purchased Assets materially impairs the value of the Stations or prevents signal transmission by the Stations for a period of more than forty-eight (48) hours, Seller shall promptly notify Buyer of such damage or destruction and Buyer may terminate this Agreement upon written notice to Seller within ten (10) days of Buyer's receipt of such notice.

d. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after ten (10) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. In the event of a material breach of this Agreement by Seller, Buyer alternatively shall have the right to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the



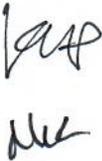
event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

11. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall take place in Washington, D.C. on a date selected by Buyer (with reasonable written notice to Seller) within five to ten (5-10) business days after the condition precedent described in Section 8.a and 9.a hereof is satisfied, subject to satisfaction of the other conditions precedent set forth above.

12. Allocation of Purchase Price. The Purchase Price of the Stations will be allocated in accordance with Schedule E hereto.

13. Control of the Stations. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Stations. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Seller will operate the Stations in the ordinary course of business, consistent with past practices and in accordance with all applicable laws, rules and regulations. Seller also will maintain insurance on the Purchased Assets prior to the Closing Date and maintain the Purchased Assets in accordance with Seller's past practice. Seller shall, upon reasonable request with reasonable advance notice by Buyer, allow Buyer to inspect the Purchased Assets and the books and records of the Stations.

14. Survival. The representations and warranties of Buyer and Seller set forth above shall survive the Closing Date for a period of twelve (12) months (the "Survival Period") and no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect thereto under

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this provision shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

15. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements.

16. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Florida. Any disputes arising out of this Agreement shall be resolved in state or federal court in Florida.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Buyer may, without consent of Seller, assign its rights and obligations hereunder to another party.

18. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

19. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: Phillips Broadcasting, LLC
567 Lewis Point Road Ext
St. Augustine, FL 32086

To Buyer: Local Matters Broadcasting, LLC
567 Lewis Point Road Ext
St. Augustine, FL 32086

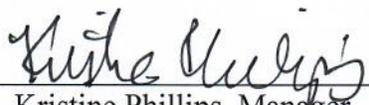
cc: Shainis & Peltzman, Chartered
ATTN: Aaron P. Shainis
1850 M Street, N.W., Suite 240
Washington, DC 20036



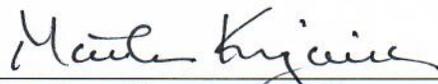
20. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PHILLIPS BROADCASTING, LLC

By: 
Kristine Phillips, Manager

LOCAL MATTERS BROADCASTING, LLC

By: 
Matthew Kraycinovich, Manager

Schedule A

Licenses

1. WFOY(AM)
Facility ID No. 60271
St. Augustine, FL

2. W271CJ
Facility ID No. 148291
St. Augustine, FL

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Schedule B

Personal Property

- A. WFOY(AM)
 - 1. Harris Transmitter (c. 1985)
 - 2. Nautel J1000 (c. 2006)
 - 3. Orban 9200

- B. W271CJ
 - 1. FM Antenna
 - 2. Transmitter Nautel VS1

Studio

- 1. Production, Traffic & Billing, and Streaming Computers
- 2. Broadcast Board and related equipment
- 3. Three Microphones
- 4. Remote laptops and broadcast equipment

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Schedule C

Contracts & Agreements

1. Electric & Internet Utility Agreement with Good Tidings Trust, Inc.

Note: Electric & Internet Utility Agreement shall be assumed by Buyer.

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Schedule D

Real Property

1. Tower Lease

Note: Tower Lease shall be assumed by Buyer.

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